



**LAW  
INSTITUTE  
VICTORIA**

# **Transport Accident Act**

## **Impairment Assessment Protocol**

**30 March 2026**

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## **1. PROCESS MAP**

- 1.1 By agreeing to this protocol, a client's lawyer agrees to follow the impairment protocol process map as published on the [TAC's website](#). The process map has been jointly developed and agreed to by the TAC, ALA, and LIV, and will not be modified except by agreement between these parties.

## **2. OPERATION**

- 2.1 These protocols apply where an impairment application under Sections 46A, 47, 48 or 54 of the [Transport Accident Act 1986](#) (Vic) (TAA) has been initiated pursuant to Chapter 5 of these protocols on or after 30 March 2026.
- 2.2 Any [Impairment application](#) lodged before 30 March 2026 will be determined in accordance with the [Impairment Protocols 2016](#).
- 2.3 These protocols should be read in conjunction with the [Protocols Framework Agreement](#), which outlines the overarching principles and terms governing the operation of all protocols between the parties.
- 2.4 Where a client has been involved in multiple transport accidents or has a concurrent entitlement to a Minor's Additional Benefit, the assessment of impairment from each accident or entitlement, where practicable and agreed by the parties, will be conducted concurrently (unless the impairment from an earlier accident or Minor's Additional Benefit has already been determined).
- 2.5 The processes giving rise to the assessment and delivery of impairment benefits to clients involve medical examinations by practitioners accredited in the use of the American Medical Association Guides to the Evaluation of Permanent Impairment (AMA Guides) as amended by the TAA.
- 2.6 Where the TAC is notified that the client is represented by a lawyer, the client's lawyer will be advised of an impairment decision or impairment proposal at the same time as the client. Where the TAC provides an impairment proposal, the client's lawyer will always have the opportunity to obtain instructions from the client and negotiate with the TAC on the impairment proposal pursuant to Chapter 9.
- 2.7 To assist in advising a client on the appropriate compensation pathway, the client's lawyer is encouraged to request TAC's view on liability at the earliest possible point. This request should be made in accordance with the process set out in Chapter 8 of the Protocols Framework Agreement. This assists the client in selecting the most timely and efficient pathway through the impairment and serious injury/common law process. Any preliminary view is provided on a "without prejudice" basis.

## **3. BYPASS OF IMPAIRMENT PROCESS**

- 3.1 Where practical and in the interests of the client, an impairment assessment pursuant to Section 46A of the TAA may be bypassed to enable earlier progression of a serious injury application and/or common law claim.
- 3.2 A client's lawyer will notify TAC that the client intends to bypass the impairment process by indicating this on the Serious Injury application form as described in Chapter 5 of the Common Law Protocols.
- 3.3 Where a client elects to bypass the impairment process, the TAC will make an impairment determination pursuant to Section 47(7) of the TAA at the same time the serious injury decision is made.

- 3.4 If a client initially elects to bypass the impairment process but then decides to pursue an impairment benefit, nothing in these protocols prevents a client from subsequently lodging an Impairment application form in accordance with Chapter 6 of these protocols and exercising their legal rights to an impairment benefit under the TAA.
- 3.5 TAC will pay the impairment bypass price point to a client's lawyer in accordance with the [Protocol Legal Costs](#) schedule, where a client has not commenced an impairment application at the time their common law claim is resolved and the TAC has not proactively granted a serious injury certificate.
- 3.5.1 For the purpose of Clause 3.5 'not commenced an impairment application' means:
- 3.5.1.1 An Impairment application form has not been lodged with TAC; or
- 3.5.1.2 An impairment determination has not been made pursuant to Section 46A of the TAA.

#### **4. INTERIM IMPAIRMENT BENEFIT**

- 4.1 The TAC commits to paying an interim impairment benefit to a client where requested and in accordance with the TAA. Nothing in these protocols precludes the TAC from paying an interim impairment benefit to a client.
- 4.2 The completion of JMEs and/or the lodgement of an Impairment application form in accordance with Chapter 6 of these protocols are not required for the TAC to pay an interim impairment benefit.
- 4.3 Payment of an interim impairment benefit can be requested by using the prescribed form on the TAC's website (Interim Impairment Benefit Request Form).
- 4.3.1 The TAC will respond to the Interim Impairment Benefit request within 28 days, provided the request includes the suggested interim whole person impairment percentage based on the available evidence, with reference to the relevant section(s) of the AMA Guides.
- 4.4 Prior to lodgement of an Impairment application form, if an interim impairment benefit is paid to a client by reason of a request pursuant to Clause 4.3, legal costs under these protocols (i.e. an impairment price point or impairment bypass price point) will not be paid.
- 4.5 If an Impairment application form is lodged pursuant to Chapter 6 and an interim impairment benefit is subsequently paid to a client, the TAC will pay the impairment price point with no release in accordance with Clause 10.1.2. If the client subsequently finalises their entitlement to an impairment benefit and signs an impairment release, TAC will pay the additional legal costs in accordance with Clause 10.1.1, less the amount already paid in accordance with Clause 10.1.2.
- 4.5.1 Legal costs will not be payable in accordance with Clause 4.5 where an Impairment application form has been lodged without the required information pursuant to Clauses 6.2 and 6.3.

#### **5. COMMENCEMENT OF IMPAIRMENT ASSESSMENT**

- 5.1 A client who may be entitled to an impairment benefit can request through their lawyer that the TAC commence the assessment of impairment.
- 5.2 If a lawyer has been retained by a client and the TAC is about to commence the assessment of impairment, the TAC will write to the lawyer advising that the impairment process is commencing. The TAC will also invite the client's lawyer to initiate the impairment process in accordance with the requirements in Clause 5.3 and participate in the JME process.

- 5.3 To initiate the impairment process, a client's lawyer can either:
- 5.3.1 Lodge an Impairment application form in accordance with Chapter 6; or
  - 5.3.2 Lodge a JME Request for the purpose of an impairment assessment.
- 5.4 Within 28 days of receipt of the Impairment application form pursuant to Clause 5.3.1, the TAC will ensure that a client's lawyer is provided with all information in its possession that it will consider, or ought to consider, in the assessment of the client's impairment. The TAC will not provide copies of material that has already been provided to the client's lawyer.
- 5.5 Where a client obtains legal representation subsequent to the TAC arranging Independent Medical Examinations (IMEs) and commencing the assessment of impairment, the client's lawyer should expeditiously contact the TAC. The parties should then agree as to the most efficient way of completing the impairment assessment process.
- 5.6 The parties should refer to the JME Protocols as to whether IMEs should be converted to JMEs, whether alternative or additional JMEs are required and the timeframe for any further JMEs to be arranged and conducted.

## **6. LODGEMENT OF IMPAIRMENT APPLICATION FORM**

- 6.1 The client's lawyer must lodge a complete Impairment application form using the prescribed form on the TAC's website ([Impairment Application Form](#)).
- 6.2 The Impairment application form must list all relevant information as outlined in the [Protocols Documentation Standard](#), and a lawyer's suggested final whole person impairment percentage based on the evidence, including reference to the relevant AMA Guides section and any other relevant information.
- 6.3 The client's lawyer must provide details on the Impairment application form of all information previously provided to the TAC (e.g. treating practitioner reports, JMEs, medico-legal reports), that is being relied upon for the purpose of the impairment assessment. It is not necessary for the client's lawyer to attach additional copies of this information to the Impairment application form or re-send to the TAC if previously provided.
- 6.4 Where IMEs (not jointly obtained with the TAC) were obtained, the Impairment application form must also include the letter of instruction and attachments sent to the medical examiner.

## **7. EVALUATION AND ASSESSMENT**

- 7.1 Within 28 days of receiving a complete Impairment application form, the TAC must provide the client's lawyer with a written proposal regarding the determination of the client's entitlement to an impairment benefit (impairment proposal) or provide notice that the TAC reasonably requires:
- 7.1.1 Additional relevant information about any matter contained in the Impairment application form and supporting material.
  - 7.1.2 A supplementary report from a JME. Where appropriate, TAC will notify a client's lawyer of any issue that requires clarification within a JME report as soon as the TAC becomes aware of it, rather than wait until the Impairment application form is lodged.
  - 7.1.3 A report from an IME. TAC will only request that the client attend an IME if a JME supplementary report has not addressed TAC's concerns that the JME report(s) is inconsistent with the AMA Guides, or if additional information suggests the medico-legal or JME reports may have inaccurately assessed the client's degree of impairment. TAC will provide written reasons to the client's lawyer for the additional examination request.

- 7.2 Within 14 days of receiving the TAC's request for additional information pursuant to Clause 7.1.1 the client's lawyer must:
- 7.2.1 Confirm with the TAC that the information has been sought; or
  - 7.2.2 Confirm that the TAC should obtain the requested information itself. Where the TAC does not have the client's signed authority on file, the client will sign a specific authority allowing the TAC to obtain the requested material; or
  - 7.2.3 Provide an explanation of why the request for additional information is considered to be unreasonable or unnecessary and, where appropriate, suggest an alternative or modified request.
- 7.3 Within 14 days of receipt of an explanation pursuant to Clause 7.2.3, the TAC will either modify the request for additional information or maintain the request.
- 7.4 Following receipt of the TAC's response pursuant to Clause 7.3, the client's lawyer must either provide the requested information or refer to Chapter 9 of the [Protocols Framework Agreement](#) to resolve or refine the issues in dispute between the parties.
- 7.5 Communications between the parties regarding the reasonableness, or otherwise, of the additional information being sought by the TAC may be in writing, or by telephone.
- 7.6 If the parties are unable to resolve the dispute regarding the provision of additional information, the TAC will provide the client's lawyer with an impairment proposal based on the available material and subject to the TAC's reservations about the evidence.
- 7.7 If the additional information requested by the TAC is provided or obtained by the client's lawyer in a subsequent [Dispute Resolution Application](#) under the [No Fault Dispute Resolution Protocols 2026](#) or in any subsequent proceedings, the TAC can rely upon any correspondence or telephone attendance notes in relation to any costs that may be applicable.
- 7.8 Where the TAC is unable to provide an impairment proposal within 28 days of receiving a complete Impairment application form due to an injury liability issue, the TAC must:
- 7.8.1 Notify the client's lawyer in writing within the 28-day period that liability for the injury requires clarification and that this is impacting the progression of the impairment determination.
  - 7.8.2 Within 60 days from the date the complete impairment application form was received, TAC will provide an impairment proposal and either include or exclude the injury in question.
  - 7.8.3 Where an impairment determination excluded an injury that was under liability review in accordance with Clause 7.8.2 and the TAC subsequently accepts liability or is found to be liable for that injury, the TAC may, upon request of the client's lawyer and provided no Release has been signed, revoke the previous Impairment Benefit decision and reassess the client's degree of impairment upon stabilisation of the newly accepted injury.

## **8. NON LODGEMENT OF IMPAIRMENT APPLICATION FORM FOLLOWING JME REPORTS**

- 8.1 If a period of 28 days has lapsed since the last JME report has been received by the parties and an Impairment application form is yet to be lodged, the TAC will send a reminder letter to the client's lawyer requesting lodgement of the application.
- 8.2 Within 14 days of receipt of the TAC's reminder letter, the client's lawyer must either:
- 8.2.1 Lodge an Impairment application form with the TAC pursuant to Clause 6.1; or
  - 8.2.2 Provide the TAC with a reason for the inability to lodge the Impairment application form and provide an alternative lodgement date.

- 8.3 If the TAC does not receive an Impairment application form or a response from the client's lawyer with an alternative lodgement date within 35 days of sending the reminder letter in Clause 8.1, the TAC will proceed to make an impairment determination without the need to first provide an impairment proposal to the client's lawyer.
- 8.4 If TAC makes an impairment determination pursuant to Clause 8.3, legal costs under these protocols (ie. an impairment price point or impairment bypass price point) will not be paid.

## **9. PROPOSAL AND NEGOTIATION**

- 9.1 Where a client's lawyer has commenced an impairment assessment in accordance with Chapter 5, the TAC will not determine a client's entitlement to an impairment benefit without first providing the impairment proposal to the client's lawyer (subject to Clause 8.3).
- 9.2 Within 28 days of receiving a complete Impairment application form or receiving any additional requested information or IME report pursuant to Clauses 7.1 (whichever last occurs), the TAC must provide an impairment proposal to the client's lawyer.
- 9.3 The TAC's impairment proposal must outline how the proposal was calculated, including reference to the relevant AMA Guides section and any other relevant information. The impairment proposal must also refer to the information the TAC considered in making the proposal and enclose copies of this information unless previously provided to the client's lawyer.
- 9.3.1 Where a rating allocated by an examiner is not included in TAC's impairment proposal, the TAC will identify each excluded impairment in its proposal.
- 9.4 Within 28 days of receiving the TAC's impairment proposal, the client's lawyer must advise TAC whether the client:
- 9.4.1 accepts the TAC's impairment proposal with release; or
- 9.4.2 accepts the TAC's impairment proposal without release; or
- 9.4.3 proposes an alternative impairment determination, setting out brief reasons why the initial impairment proposal is not accepted.
- 9.5 Within 14 days of receiving an alternative proposal in accordance with Clause 9.4.3, the TAC must:
- 9.5.1 advise the client's lawyer whether the alternative proposal is accepted; or
- 9.5.2 by way of negotiation, attempt to reach agreement between the parties on the appropriate impairment determination.
- 9.6 Where the parties are unable to reach agreement by way of negotiation, the TAC must proceed to make an impairment determination without a release being signed. The TAC will pay legal costs to a client's lawyer in accordance with Clause 10.1.2 (impairment price point with no release). In such situations, the release price point in Clause 10.1.1 will only be paid if a signed impairment or common law release is provided to the TAC within 12 months of the impairment determination.
- 9.7 If the client's lawyer fails to respond to the TAC's impairment proposal within 28 days of receipt (as required in Clause 9.4) the TAC may proceed to make an impairment determination without a release being signed. The TAC will pay legal costs to a client's lawyer in accordance with Clause 10.1.2 (impairment price point with no release). In such situations, the release price point in Clause 10.1.1 will only be paid if a signed impairment or common law release is provided to the TAC within 12 months of the impairment determination.
- 9.8 Communications between the parties regarding alternative impairment proposals and/or negotiations may be by telephone, in writing or scheduled video call appointment by agreement.

## 10. LEGAL COSTS AND DISBURSEMENTS

- 10.1 In recognition of the role played by a client's lawyer in the impairment benefit delivery process, the TAC will, within 14 days of payment of an impairment benefit to the client, pay legal costs to a client's lawyer as follows:
- 10.1.1 Legal costs in accordance with the [Protocol Legal Costs](#) schedule where the client accepts an impairment determination proposal and provides a release in respect of impairment benefits under sections 47 and 48 of the TAA; or
  - 10.1.2 Legal costs of in accordance with the [Protocol Legal Costs](#) schedule where no release is provided.
  - 10.1.3 The applicable impairment price point will be based on the financial year in which the TAC makes the impairment determination, irrespective of when a signed release is provided.
- 10.2 The legal price points described in Clauses 10.1.1 and 10.1.2 include any relevant counsel's fees and all other disbursements except for those listed below:
- 10.2.1 The TAC will reimburse the reasonable cost of medico legal reports not obtained on a joint basis if the client receives an impairment benefit and the report is submitted prior to the impairment determination being made.
  - 10.2.2 The TAC will not reimburse the cost of a medico-legal reports (and supplementary reports) not obtained on a joint basis where the report is a duplication of a JME specialty used in the determination of impairment (e.g. where two orthopaedic reports have been obtained for the same claim and injury).
- 10.3 To facilitate payment of any disbursements claimed under Clause 10.2.1, a client's lawyer will forward a letter outlining the claimed disbursements, and attaching invoices or appropriate documentation.
- 10.4 Pursuant to the TAA, the TAC will reimburse reasonable fees and invoices, including:
- 10.4.1 Records, documents and reports from a client's treating doctor or practitioner.
  - 10.4.2 Application fees and associated charges for requests made for a client's hospital and ambulance records pursuant to the Freedom of Information Act 1982 and requests made for medical records pursuant to the Health Records Act 2001 where these requests are made for the purpose of an assessment of impairment under the Impairment Assessment Protocols.
  - 10.4.3 Reasonable professional interpreter fees, in accordance with TAC's [Interpreting Services Fee Schedule](#), incurred in a client attending medical examinations and providing instructions to their lawyer with respect to their application under the Impairment Assessment Protocols.
  - 10.4.4 Reasonable travel and accommodation costs associated with a client attending an independent medical examination (IME) for the purpose of these protocols pursuant to the conditions outlined in Clause 10.2.1. These costs will be met in accordance with the TAC's [Travel and Accommodation Expenses](#) policy.
- 10.5 Where the assessment of impairment has been conducted concurrently as specified in Clause 2.4, one impairment price point will be payable.
- 10.6 Where payment of legal costs is made in accordance with Clause 10.1, this amount shall be offset against any legal costs payable to the client's lawyer in any subsequent dispute or merit review in respect of the client's entitlement to impairment benefits.
- 10.7 Where there are concurrent applications under the Impairment Assessment and Common Law Protocols an impairment price point with release (Clause 10.1.1) will be paid if the common law claim resolves prior to an impairment determination being made if:

10.7.1 A completed Impairment application form has been lodged; and

10.7.2 The medical material provided supports a whole person impairment determination of more than 10%.